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COLLECTIVE NEGOTIATIONS AGREEMENT

Between

The Board of Education

Massapequa Union Free School District

Massapequa, New York

and

The Association of Massapequa Administrators

July 1, 2003 through June 30, 2007

MASSAPEQUA PUBLIC SCHOOLS
Massapequa, New York

CONTENTS

ARTICLE

- I. A. Recognition
 B. Administrative Titles Included

- II. Negotiating Procedures

- III. Joint Meetings Between the Board of Education and the Association

- IV. Duration

- V. Salary
 - A. Compensation Rate
 - B. Extra Work Stipends
 - C. Exceptional Performance Stipends in a Particular Year
 - D. Performance Expectation for Adjustment of Salary
 - E. Longevity Stipends
 - F. Doctoral Stipend

- IV. Length of Work Year

- VII. Fringe Benefits
 - A. Sick Leave, Bereavement, and Personal Days
 - 1/ Number of Days
 - 2/ Sick Leave Accumulation
 - 3/ Bereavement Days
 - 4/ Additional Sick Leave for Administrators

- B. Health Insurance
 - 1/ Hospitalization Plan
 - 2/ Declination of Coverage
- C. Flexible Benefits Program
- D. Dental Insurance
- E. Life Insurance
- F. Work Related Injuries/Sick Leave
- G. Tax Sheltered Annuity Plan
- H. Special Retirement Allowance
- I. Tuition Reimbursement
 - 1/ Eligibility
 - 2/ Application
 - 3/ Course Selection
 - 4/ Requirements
 - 5/ Notification
 - 6/ Reimbursement Procedures
- J. Professional Development

VIII. Grievance and Employee Counseling Procedure

IX. Employee Evaluation Procedure

X. Zipper Clause

XI. Managerial Rights

Exhibit A, B, C, D Salary Schedules
Exhibit E Grievance Procedure

MASSAPEQUA PUBLIC SCHOOLS

Massapequa, New York

The collective bargaining agreement between the Board of Education, MASSAPEQUA UNION FREE SCHOOL DISTRICT, Town of Oyster Bay, Nassau County, New York (hereinafter referred to as the "Board") and the Association of Massapequa Administrators (hereinafter referred to as the "Association"), expiring on June 30, 2007 shall remain in full force and effect, and shall be controlling except as to the provisions of this agreement and the subject matter thereof.

This Agreement is subject to ratification by the Board of Education and the employee members of the bargaining unit. The parties agree to recommend ratification of this agreement.

ARTICLE I

A. Recognition

The Board of Education recognizes the Association of Massapequa Administrators (AMA) as the exclusive representative for the purposes of collective negotiations and the settlement of grievances for all principals, vice-principals, directors and curriculum associates. Said Association is hereby accorded unchallenged representation status for the maximum period of time permitted under the terms of the Public Employees Fair Employment Act.

B. Administrative Titles Included

Administrative staff members covered by this section include:

1. Building Principals
2. Vice Principals
3. Directors:
 - a/ Health, Physical Education and Athletics
 - b/ Pupil Personnel Services
 - c/ Special and Handicapped Education
4. Curriculum Associate
 - a. English
 - b. Mathematics
 - c. Music
 - d. Social Studies
 - e. Science

ARTICLE II

Negotiating Procedures

While no final agreement shall be executed without ratification by the Association and approval of the Board of Education, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE III

Joint Meetings Between the Board of Education and the Association

The Board recognizes that the aforementioned administrative staff members are classified as managerial and confidential employees, and the Board and the employees recognize that it is in the best interest of the school system to develop a system of management consultation that establishes and furthers employer-employee communications and relations.

Towards this end, the following procedures shall be incorporated into the yearly activities of the Board of Education.

The Board of Education, the Superintendent, and the Association will schedule semi-annual meetings for the purpose of discussion. The agenda may include topics of a general nature pertaining to the education program, progress reports concerning ongoing or new programs and issues of a general nature. Dates for such meetings and agenda development will be determined by the Superintendent of Schools in consultation with the President of the Association.

ARTICLE IV

Duration

This agreement will commence on July 1, 2003 and remain in effect through June 30, 2007.

ARTICLE V

Salary

- A. The salaries for personnel covered by this agreement for the 2003-2004 through 2006-2007 school years shall be in accordance with the attached salary schedules. Exhibits A, B, C and D.

B. Extra Work Stipends

Stipends for extra work assignments such as service for special projects: In all such instances the rate of compensation shall be determined by the Board of Education. Such moneys shall not become part of the employee's base salary.

C. Exceptional Performance Stipends in a Particular Year

The Board of Education shall maintain the prerogative of providing a particular member(s) of the Association with a stipend of \$1,500. to \$3,000. for outstanding exceptional performance. Such amount shall not become part of the employee's future base salary. The Superintendent of Schools shall recommend individuals for consideration. Such stipend shall not be considered as part of a special retirement.

D. Performance Expectation for Adjustment of Salary

An association member who receives a total evaluation rating less than satisfactory shall not be eligible for any wage increase including increment. Such Association member shall, however, be eligible for adjustment review in the year following the denial, upon the recommendation of the Superintendent of Schools, that a satisfactory performance level has been achieved.

E. Longevity Stipends

Association members will receive the following longevity adjustments:

Association members who have served the district continuously for 10 years shall receive an additional \$1,000 above their annual base salary.

Association members who have served the district continuously for 15 years shall receive a total of \$1,500 above their annual base salary.

Association members who have served the district continuously for 20 years shall receive a total of \$2,000 above their annual base salary.

F. Doctoral Stipend

Association members who have received an earned Ph.D. or Ed.D. from a university accredited and recognized by the New York State Education Department and approved by the Board of Education shall be compensated at a rate of \$1,000 above the annual base salary.

ARTICLE VI

A. Length of Work Year

The work year for Principals, Vice Principals and Directors will be twelve (12) months encompassing the following:

- 1/ All School days commencing on the opening orientation day and extending through June 30th including those week days between September 1st and the opening orientation day and between the last day of school and June 30th.
- 2/ All work days during July and August except approved vacation days.
- 3/ Twenty (20) days of vacation to be approved by the Superintendent. Unused vacation days will continue to be accumulated in the individual employee's sick bank.
- 4/ Summer School administration shall not be included as a responsibility of Association members.

B. Length of Work Year

The work year for curriculum associates will be twelve (12) months encompassing the following:

- 1/ All school days commencing on the opening orientation day and extending through June 30th including those week days between September 1st and the opening orientation day and between the last day of school and June 30th.
- 2/ All work days during July and August except approved vacation days.
- 3/ Thirty (30) days of vacation to be approved by the Superintendent. Unused vacation days will continue to be accumulated in the individual employee's sick bank.
- 4/ Summer school administration shall not be included as a responsibility of Association members.

C. Workday

Visibility is one of the principal attributes in achieving success as a school leader and with this goal in mind, it is expected that all Association members will notify the Superintendent's office of their absence from their buildings/assignments for attendance at conferences, workshops, meeting of professional organizations, field trips, etc.

It is also expected that all Association members will minimally be accessible to students, staff and parents during the usual hours of our District.

ARTICLE VII

Fringe Benefits

A. Sick Leave, Bereavement and Personal Days

1/ Number of Days

All members of the Association shall be afforded twelve sick days per year and two personal days.

2/ Sick Leave Accumulation

All Association members may accumulate a sick bank of up to 220 days. The Board shall continue to provide sick day bonuses of 10 days for every 50 days accumulated.

3/ Bereavement Days

Each Association member will be entitled to five (5) days of personal leave as a result of the loss of an immediate family member. Immediate family shall include: Parent, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any relative living in the employee's immediate household. Such days will not be charged as sick or personal leave and cannot be accumulated.

4/ Additional Sick Leave for Administrators

- a. All members of the Association with three or more years of service with the School District shall, in the event of a serious illness and at the discretion of the Board of Education, receive full salary for a period ranging up to six months.
- b. All members of the Association with more than five years of service with the School District shall, in the event of serious illness and at the discretion of the Board of Education, receive full salary for a period ranging up to twelve months.
- c. The absence days accumulated by any such employee under the normal standing sick leave policy shall first be utilized prior to the Board considering the granting of a paid leave of absence to be granted under the policy hereby adopted.
- d. That the granting of such leave of absence will be conditioned upon submission to the Board of Education of any medical information and/or certificates as the said Board of Education may from time to time require.

- e. That return to active School District duties by any employee granted and taking such leave, may be only after submission of doctor's certificates as to the good physical condition of said employee and approval by the Board of Education.
- f. In the event that any member of this unit is absent for more than 60 consecutive work days due to a medically certifiable illness, such employee shall be eligible for a replenishment of 50% of these days up to a maximum of \$10,000 per individual. This replenishment will be effected in the following school year.

B. Health Insurance

- 1/ All Association members will contribute to the cost of the District's premiums for either individual or family health and hospitalization insurance. Fifteen percent (15%) of the cost of such premiums will be deducted from each Association member's salary. Each Association member shall select one of three statewide plans currently being carried by the District.

- 2/ Declination of Coverage

- a. Association members shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse's health coverage. Association members who exercise this option shall notify the District of their intentions in writing by June 1. Each such employee shall receive a sum equal to 50% of the premium (hereinafter referred to as the "declination benefit") the District would have paid on his/her behalf based on the premium in effect the preceding January 1. Association members new to the District must notify the District of their intentions within 15 calendar days following their first day of employment. Such payment shall be made in two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.
- b. Association members who have withdrawn from the health and hospital insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the Association member requests reinstatement during the school year for which the employee had exercised his/her option as described in paragraph 2. a. above, the employee shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.

- c. Dual Coverage

Association members whose spouses are also employed by the District and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices as regards their District-provided health and hospital coverage:

- i. One family plan, one individual plan, and no declination benefit.
- ii. Two individual plans and no declination benefit.
- iii. One family plan, no individual plan, and one declination benefit.

C. Flexible Benefits Program

Each Association member shall be eligible to participate in a Flexible Benefits Program administered by the District through Western Suffolk BOCES.

D. Dental Insurance

The District shall contribute \$260 per association member toward the cost of individual dental insurance coverage or \$610 per association member toward the cost of family dental coverage.

E. Life Insurance

All members of the Association shall be afforded a group term life insurance coverage in an amount equal to their annual base.

F. Work Related Injuries/Sick Leave

An Association member who suffers a personal injury in the performance of his/her assigned duties and is absent as a result thereof, shall be paid for such absent days up to the extent of his/her accumulated sick leave. Upon his/her return, his/her sick day bank will not be diminished. Such injury shall be reported immediately to the school nurse in the building.

G. Tax Sheltered Annuity Plan

All members of the Association are eligible to participate in the District's tax sheltered annuities plan. Payroll deduction arrangements shall be afforded in accordance with the employee's selection.

H. Special Retirement Allowance

1/ Effective July 1, 2003, the maximum amount shall be \$33,750 based upon a \$150.00 per day formula. Effective July 1, 2005 the maximum amount shall be \$36,000 based upon a \$160.00 per day formula. For this purpose, a maximum of 225 days can be accumulated.

2/ In addition to the above, Association members who are tenured in the Massapequa School system and have twenty years in the New York State Teachers' Retirement System are eligible for a retirement incentive benefit of \$30,000 under the following conditions:

1. provide written notice of retirement between January 1, 2004 and February 1, 2004 or between January 1, 2005 and February 1, 2005;
2. be a full time tenured employee of the District;
3. have attained the age of 55 years or more;
4. be eligible and actually retire under the New York State Teachers' Retirement System;
5. those Association members who are eligible to retire from the New York State Teachers' Retirement System on or before August 31, 2004 must retire on or before August 31, 2004 and those Association members who are eligible to retire from the New York State Teachers' Retirement System on or before August 31, 2005 must retire effective on or before August 31, 2005. The exact date to be determined in consultation with, and the approval of, the Superintendent of School.

Notwithstanding the provisions of the so called Triborough Doctrine or Law, this provision shall sunset after June 30, 2005 and shall not be part of any successor agreement in the absence of further negotiations between the parties.

I. Tuition Reimbursement

Application Procedures and Regulations Pertaining to Tuition Reimbursement - Graduate Credit for Managerial/Administrative Employees

1/ Eligibility

All Association members shall be eligible for tuition refund reimbursement for graduate study courses. Such payment shall not exceed \$800 per administrator per semester.

2/ Application

- a. Application for such graduate study shall be submitted by April 1. Such submission shall be to the Assistant Superintendent, c/o Personnel Office.
- b. Application shall be completed in triplicate and should include as much information as possible concerning the goals and purposes of the request.

3/ Course Selection

The graduate study course work shall be related to the curriculum content and job description for which the applicant is employed. In either event, approval of the Superintendent's Office must be obtained in advance. This will not preclude the applicant from seeking approval for special non-graduate credit workshops that are pertinent to the applicant's duties.

4/ Requirements

- a. The applicant must receive a passing grade of at least a "B" or equivalent dependent upon the grading system of the university or college or the applicant must show evidence of achieving a "B" average in the current planned program of study (those courses approved for reimbursement).
- b. The applicant must attend a recognized and accredited four year college or university except upon advanced approval of the Superintendent's Office.
- c. The applicant must agree to remain in Massapequa USFD for at least one year following the year in which a grant is awarded. A standard agreement form shall be provided for successful candidate's signature.
- d. Only tuition fees, lab fees, and registration fees can be claimed. The total reimbursement shall not exceed \$800 per individual per semester.
- e. If for any reason an approved applicant cannot fulfill his intent to enroll in the applied for course, he must notify the Office of the Superintendent of Schools as soon as possible.

5/ Notification

Candidates will be notified concerning their applications on or about May 1.

6/ Reimbursement Procedures

- a. Reimbursement for tuition, lab and university fees shall be made after the presentation or receipt of:
 1. University transcript mailed directly by the university to:

Massapequa School District
c/o District Personnel Office
 2. Copy of bursar's receipt
 3. Business Office claim form
- b. Upon completion of the reimbursement procedure, the transcripts and records of the tuition grant will be included in the employee's file.

J. Professional Development

- a/ Subject to the approval of the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction, Association members will be provided with the opportunity to attend conferences/workshops.
- b/ Association members shall participate in staff development opportunities as requested by the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction.
- c/ Following appropriate training, Association members shall present staff development programs as requested by the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction.
- d/ ~~Association members shall attend Board of Education meetings and/or other~~ such District meetings as may be requested by the Superintendent of Schools from time to time. A schedule and/or reasonable notice will be provided.
- e/ Upon request of the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction, Association members shall provide leadership in a specific instructional and/or management area and, from time to time, chair specific instructional or District committees.

ARTICLE VIII

Grievance and Employee Counseling Procedure

See Exhibit B attached and made part hereof.

ARTICLE IX

Employee Evaluation Procedure

The Superintendent of Schools, and/or Deputy Superintendent of Schools, and/or Assistant Superintendent for Curriculum and Instruction, shall complete a written annual evaluation of each Association member by July 15th of the following school year. Success in fulfilling goals and objectives agreed upon previously by the Superintendent and each Association member will be one factor in assessing the overall evaluation. Each Association member's goals must demonstrate a commitment to goals and objectives established by the Board of Education.

Annual evaluations of performance shall be processed using the attached forms.

Non-tenured Association members, first employed after July 1, 2002, shall also receive a written, mid-year performance review.

ARTICLE X

Zipper Clause

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not be re-opened on any item whether contained in this agreement or not, during the life of this agreement. Any District policies unaltered or unchanged by the language of this agreement, shall remain in full force, except as expressly provided herein. The operating of schools and the direction of staff are vested exclusively in the Board of Education.

ARTICLE XI

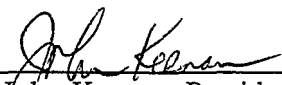
Management Rights

Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the employer are retained by it, including but not limited to, the right to determine the mission, purposes, objectives, and policies of the employer; to determine the facilities, methods, means, and number of personnel for the conduct of the employer's programs.

SIGNED:

**THE ASSOCIATION OF MASSAPEQUA
ADMINISTRATORS**

**BOARD OF EDUCATION OF THE
MASSAPEQUA U.F.S.D.
MASSAPEQUA, NEW YORK**

BY: 
John Keenan, President

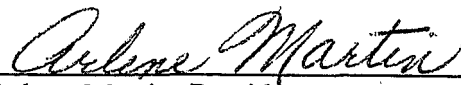
BY: 
Arlene Martin, President

EXHIBIT A

SALARY SCHEDULE -- PRINCIPALS; VICE PRINCIPALS; DIRECTORS; EXEC DIRECTORS								
2003 - 2004								
TITLE								
STEP		ELEM. PRINCIPAL	JHS PRINCIPAL	SENIOR HS PRINCIPAL	DIRECTOR	VICE PRINCIPAL	Curriculum Assoc.	
1		\$100,187	\$102,267	\$100,187	\$87,343	\$87,343	\$83,378	
2		\$103,656	\$105,736	\$105,004	\$92,160	\$91,709	\$87,977	
3		\$107,123	\$109,203	\$109,820	\$96,976	\$96,076	\$92,574	
4		\$110,735	\$112,815	\$114,959	\$102,114	\$100,702	\$97,478	
5		\$115,275	\$117,355	\$119,775	\$106,931	\$105,069	\$102,077	
6		\$117,913	\$119,993	\$124,592	\$111,747	\$110,239	\$106,673	
7		\$121,381	\$123,461	\$129,409	\$115,469	\$113,803	\$110,226	
8		\$125,378	\$127,458	\$133,958	\$121,419	\$118,121	\$115,907	

EXHIBIT B

SALARY SCHEDULE -- PRINCIPALS; VICE PRINCIPALS; DIRECTORS 2004 - 2005							
TITLE							
STEP		ELEM. PRINCIPAL	JHS PRINCIPAL	SENIOR HS PRINCIPAL	DIRECTOR	VICE PRINCIPAL	Curriculum Assoc.
1		\$104,194	\$106,357	\$104,194	\$90,836	\$90,836	\$86,713
2		\$107,803	\$109,966	\$109,204	\$95,847	\$95,378	\$91,496
3		\$111,408	\$113,571	\$114,213	\$100,855	\$99,919	\$96,276
4		\$115,165	\$117,328	\$119,557	\$106,199	\$104,730	\$101,377
5		\$119,886	\$122,049	\$124,566	\$111,208	\$109,272	\$106,160
6		\$122,630	\$124,793	\$129,576	\$116,216	\$114,648	\$110,940
7		\$126,237	\$128,400	\$134,585	\$120,088	\$118,855	\$114,636
8		\$130,393	\$132,556	\$139,317	\$126,276	\$123,845	\$120,543

EXHIBIT C

SALARY SCHEDULE -- PRINCIPALS; VICE PRINCIPALS; DIRECTORS 2005 - 2006							
TITLE							
STEP		ELEM. PRINCIPAL	JHS PRINCIPAL	SENIOR HS PRINCIPAL	DIRECTOR	VICE PRINCIPAL	Curriculum Assoc.
1		\$108,883	\$111,144	\$108,883	\$94,924	\$94,924	\$90,615
2		\$112,654	\$114,914	\$114,119	\$100,160	\$99,670	\$95,613
3		\$116,421	\$118,682	\$119,353	\$105,393	\$104,416	\$100,609
4		\$120,347	\$122,608	\$124,937	\$110,978	\$109,443	\$105,939
5		\$125,281	\$127,541	\$130,172	\$116,213	\$114,189	\$110,937
6		\$128,148	\$130,408	\$135,406	\$121,446	\$119,807	\$115,932
7		\$131,917	\$134,178	\$140,642	\$125,491	\$124,704	\$119,794
8		\$136,261	\$138,521	\$145,586	\$131,959	\$130,419	\$125,968

EXHIBIT D

SALARY SCHEDULE -- PRINCIPALS; VICE PRINCIPALS; DIRECTORS 2006 - 2007								
TITLE								
STEP		ELEM. PRINCIPAL	JHS PRINCIPAL	SENIOR HS PRINCIPAL	DIRECTOR	VICE PRINCIPAL	Curriculum Assoc.	
1		\$113,783	\$116,145	\$113,783	\$99,196	\$99,196	\$94,693	
2		\$117,723	\$120,085	\$119,254	\$104,667	\$104,155	\$99,916	
3		\$121,660	\$124,023	\$124,724	\$110,136	\$109,114	\$105,136	
4		\$125,763	\$128,125	\$130,559	\$115,971	\$114,368	\$110,707	
5		\$130,918	\$133,281	\$136,029	\$121,442	\$119,327	\$115,930	
6		\$133,915	\$136,277	\$141,500	\$126,911	\$125,199	\$121,149	
7		\$137,853	\$140,216	\$146,971	\$131,139	\$130,315	\$125,185	
8		\$142,393	\$144,755	\$152,137	\$137,897	\$136,287	\$131,636	

Exhibit E

GRIEVANCE PROCEDURE

1. The purpose of this article is to insure fair and impartial treatment of all unit members and speedy settlement of disagreements concerning the meaning and interpretation of this contract. Should a Unit member or the Association feel that their rights and privileges under this agreement have been violated, they shall consult with an Association representative or a representative of their own choosing. Within five (5) working days of the date the grievance occurred, the aggrieved Unit member and an Association representative or one of his/her own choosing shall present the facts in writing to the Superintendent or his/her designee. Within five (5) working days of receipt of this written grievance, the Superintendent shall convene a meeting of the parties to attempt to resolve the issue. Within five (5) working days thereafter, the Superintendent shall submit a written response to the Association and the aggrieved employee.
2. Should the aggrieved party disagree with the Superintendent's reply and wish to proceed further under this grievance procedure, the aggrieved party shall notify the Superintendent in writing within five (5) working days of receipt of the Superintendent's written response issued in paragraph 1 above. Within five (5) working days after receipt of this notification, the Superintendent shall set a date for a hearing within thirty (30) days and notify all parties involved. A referee, mutually agreed to by the parties, shall conduct a hearing and render a decision in writing to all parties involved within thirty (30) days after the conclusion of the hearing. This award shall be advisory in nature and the referee's fees and expenses shall be shared equally by the parties.
3. ~~In any grievance involving monetary loss to a Unit member where the position of the Unit~~ member has been sustained, the District shall immediately satisfy the aggrieved Unit member with back pay from the time the grievance occurred, and shall restore all other privileges to which the Unit member would have been entitled had the grievance not occurred.